

COMMON Electric

RECEIVED Oct 26, 1992
Bonnie H. Gannick
Mary Clark Webster
COMMISSIONERS, D.P.U.

Commonwealth Electric Company
Post Office Box 9150
Cambridge, Massachusetts 02142-9150
Telephone (617) 225-4000

July 14, 1992

Department of Public Utilities
100 Cambridge Street
Boston, MA 02202

Attention: Mary L. Cottrell, Secretary

Re: Back-up and Maintenance Electric Service to
Dartmouth Power Associates Limited Partnership

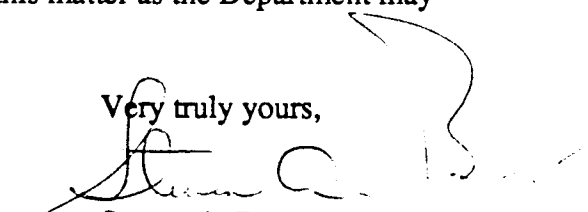
Dear Madam Secretary:

Pursuant to the requirements of M.G.L., chapter 164, section 94, Commonwealth Electric Company ("Commonwealth") hereby tenders for filing with the Department of Public Utilities an agreement dated June 16, 1992 ("Agreement") between itself and Dartmouth Power Associates Limited Partnership ("Dartmouth") for the supply of back-up and maintenance service to Dartmouth's electric generating station located in Dartmouth, Massachusetts (the "Unit").

The Unit is capable of producing 67.6 MW and, under normal circumstances, the Unit supplies its own needs for electric capacity and energy from its own output. Such capacity and energy is often referred to as "Station Service" and typically is used for a number of purposes, such as to power lights, pumps, turning gear, fuel heating equipment and other facilities and devices located at the electric generating station. At such times that the Unit is not operating, Station Service power must be replaced. The Agreement provides the terms and conditions pursuant to which Dartmouth will purchase a supply of power when the Unit is out of service.

In addition to the Agreement tendered herewith for filing, Commonwealth submits as Exhibit 1 an illustrative bill calculation and estimated revenues expected under the Agreement based upon data applicable to the twelve month period ending June 30, 1992. Commonwealth would be pleased to supply such further information concerning this matter as the Department may request.

Very truly yours,


Steven A. Brav
Director of Rates

cc: Brian Abbanat, Assistant Director - Electric Power Division
Robert Shapiro, General Counsel
George Dean, Chief Regulated Industries Division - Office of the Attorney General

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EXHIBIT 1
COMMONWEALTH ELECTRIC COMPANY
Dartmouth Back-Up and Maintenance Station Service Power Supply
Monthly Billing Calculation Assumptions

1. Maximum demand is equal to 1200 KW.
2. Load factor is equal to 50%.
3. Forced outage rate of 10% of total hours per year distributed evenly throughout the year (73 hours per month).
4. Forced outage days per month equal to 3 days.
4. Scheduled maintenance of 5% of total hours per year during one off-peak month (438 hours in April).
5. Fuel Charge Rate, P-1 Rate, and Energy Conservation Service Charge based on most recent 12 months history (July 1, 1991 - June 30, 1992).

EXHIBIT I
Dartmouth Power Backup Service - Illustrative Bill Calculation

	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE
Administrative	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00
Customer	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00
Energy Conservation	0.28	0.28	0.28	0.28	0.28	0.28	0.28	0.28	0.28	0.28	0.28	0.28
	1,300.28	1,300.28	1,300.28	1,300.28	1,300.28	1,300.28	1,300.28	1,300.28	1,300.28	1,300.28	1,300.28	1,300.28
Back-Up Service												
Number Hours Service	73	73	73	73	73	73	73	73	73	73	73	73
Maximum Demand (KVA)	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200
Distribution Capacity	6,324.00	6,324.00	6,324.00	6,324.00	6,324.00	6,324.00	6,324.00	6,324.00	6,324.00	6,324.00	6,324.00	6,324.00
Generation and Transmission Capacity	2.10	2.10	0.45	0.45	0.45	0.45	2.10	2.10	0.45	0.45	0.45	0.45
Number of Days	3	3	3	3	3	3	3	3	3	3	3	3
Energy	3,628.80	3,628.80	777.60	777.60	777.60	777.60	3,628.80	3,628.80	777.60	777.60	777.60	777.60
P-1 Rate	0.03884	0.03884	0.03884	0.02920	0.02920	0.02920	0.02726	0.02726	0.02726	0.02133	0.02133	0.02133
Fuel Rate	0.06193	0.06193	0.06193	0.06533	0.06533	0.06533	0.04864	0.04864	0.04864	0.05581	0.05581	0.05581
Net Energy Rate	-0.02309	-0.02309	-0.02309	-0.03613	-0.03613	-0.03613	-0.02138	-0.02138	-0.02138	-0.03448	-0.03448	-0.03448
	(1,011.34)	(1,011.34)	(1,011.34)	(1,582.49)	(1,582.49)	(1,582.49)	(936.44)	(936.44)	(936.44)	(1,510.22)	(1,510.22)	(1,510.22)
Fuel	2,712.53	2,712.53	2,712.53	2,861.45	2,861.45	2,861.45	2,130.43	2,130.43	2,130.43	2,444.48	2,444.48	2,444.48
	11,653.99	11,653.99	8,802.79	8,380.56	8,380.56	8,380.56	11,146.79	11,146.79	8,295.59	8,035.86	8,035.86	111,949.20
Maintenance Service												
Number Hours Service	0	0	0	0	0	0	0	0	0	438	0	0
Maximum Demand (KVA)	0	0	0	0	0	0	0	0	0	1200	0	0
Distribution Capacity	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	6,324.00	0.00	0.00
Energy	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(9,061.34)	0.00	0.00
Fuel	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	14,666.87	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	11,929.53	0.00	0.00
TOTAL	12,954.27	12,954.27	10,103.07	9,680.84	9,680.84	9,680.84	12,447.07	12,447.07	9,595.87	21,265.67	9,336.14	139,482.09

SPECIAL SERVICE AGREEMENT

BETWEEN

**DARTMOUTH POWER ASSOCIATES
LIMITED PARTNERSHIP**

AND

COMMONWEALTH ELECTRIC COMPANY

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AGREEMENT made this 16th day of June, 1992 by and between
COMMONWEALTH ELECTRIC COMPANY ("Commonwealth"), a Massachusetts corporation
having a place of business at 2421 Cranberry Highway, Wareham, Massachusetts 02571, and
DARTMOUTH POWER ASSOCIATES LIMITED PARTNERSHIP ("Dartmouth"), a limited
partnership with its principal place of business at 8 Newbury Street, Suite 5, Boston, Massachusetts.

ARTICLE I
DESCRIPTION OF SERVICE

- 1.1 Dartmouth is the owner of a 67.6 MW natural-gas fired electric generating facility located in Dartmouth, Massachusetts (the "Unit"). The Unit is located within the service territory of Commonwealth, and Commonwealth agrees, subject to the terms set forth in this Agreement, to provide Dartmouth with Back-Up and Maintenance Service (as defined below). Service provided under this Agreement will be provided at the 115 KV voltage level under normal circumstances, or at the 13.2 KV voltage level when the 115 KV supply is unavailable, to provide the Unit's electric power requirements in order to operate lights, pumps, equipment, and other facilities and devices located at the Unit, when the Unit is out of service. Such own load requirement is customarily called "Station Service".
- 1.2 Back-Up Service is defined as electric service provided by Commonwealth to provide Station Service, when the Unit is unexpectedly out of service.
- 1.3 Initially, Commonwealth agrees to supply Dartmouth with a minimum quantity of Station Service to be referred to as the Initial Back-Up Capacity. Commonwealth and Dartmouth agree that the Initial Back-Up Capacity to be supplied by Commonwealth is 1200 KVA.
- 1.4 Maintenance Service is defined as electric service provided by Commonwealth to provide Station Service when the Unit is taken out of service for scheduled maintenance.
- ⇒ 1.5 Dartmouth must apply for Maintenance Service with Commonwealth at least three months in advance of any scheduled outage, which outage shall not normally occur during summer or winter peak periods as determined by Commonwealth. If Dartmouth desires service during such peak periods, Commonwealth will provide such service under the provisions of Back-Up Service.
- 1.6 Commonwealth shall respond to Dartmouth's application for Maintenance Service within one month following receipt by Commonwealth of a completed application.

ARTICLE II
TERM

- 2.1 This Agreement shall become effective upon the date first above-written and shall continue for an initial term of one (1) year and thereafter until terminated by the giving of thirty (30) days written notice of termination by one party to the other.

ARTICLE III
SUPPORT OF FACILITIES

- 3.1 Dartmouth shall own, operate and maintain, in a manner acceptable to Commonwealth and solely at the cost of Dartmouth, all facilities at and beyond Dartmouth's side of the Delivery Point-13.2 KV and the Delivery Point-115 KV (both as defined below) deemed necessary and appropriate by Commonwealth to receive and utilize Commonwealth's service. Maintenance of such facilities shall be subject to the review and approval of Commonwealth, but shall be and remain solely the obligation and responsibility of Dartmouth. Commonwealth shall have the right to inspect and test all such facilities from time to time during the term of this Agreement.
- 3.2 Upon notification by Commonwealth to Dartmouth that the nature of Dartmouth's load is causing any condition on Commonwealth's system which results in an unacceptable deterioration of the quality of electric service to other customers of Commonwealth, as determined solely by Commonwealth, Dartmouth shall promptly modify its electric facilities at its own expense, or, at Commonwealth's option, shall reimburse Commonwealth for its reasonable expenses for modification of Commonwealth's facilities, to the extent deemed necessary by Commonwealth to eliminate such adverse conditions on its system.

ARTICLE IV
DELIVERY

- 4.1 The delivery point for service supplied by Commonwealth hereunder via the 13.2 KV circuit shall be the point of connection of the Dartmouth owned conductors to Commonwealth's system on Circuit 541 at Dartmouth's Pole# 849/P1 on Energy Road ("Delivery Point-13.2 KV"). Such service shall be delivered in the form of three phase, four wire, sixty hertz alternating current at 13,200 volts nominal. The parties recognize that it will be necessary to designate a different delivery point in the future when the 13.2 KV electric service is provided via an underground circuit. At such time that 13.2 KV service is provided underground, the delivery point will be at Dartmouth's 13.2 KV primary metering cubicle.
- 4.2 The delivery point for service supplied by Commonwealth hereunder via the 115 KV circuit shall be the 115 KV line side connection to the Dartmouth owned circuit breaker, located at the Unit's 115 KV switching station ("Delivery Point-115 KV"). Such service shall be delivered in the form of three phase, three wire, sixty hertz alternating current at 115,000 volts nominal.
- 4.3 The delivery of service at any instant of time will be at one point only with an open transition dead bus transfer occurring when there is a change in the delivery point.
- 4.4 The delivery of service will normally be provided via the Delivery Point-115 KV. Only at such times that the Delivery Point-115 KV is unavailable, or at the direction of Commonwealth, will service be provided via the Delivery Point-13.2 KV. If at any time Dartmouth desires a change in the delivery point of service, Dartmouth shall first notify and request permission from Commonwealth to insure that no system conditions exist which would prevent utilizing the requested source.

ARTICLE V
RATES AND CHARGES

5.1 The Back-Up Capacity for the current billing period shall be the greater of : (1) the Initial Back-Up Capacity mutually agreed upon, or (2) the maximum 15-minute demand upon Commonwealth's system for Back-Up Service in KVA, established in the peak period of the current billing month. The peak period shall be as defined in Commonwealth's Rate G-3 as in effect from time to time.

5.2 Back-Up Service charges per month shall be the sum of the charges described in items A through F of this Section 5.2:

A. Administrative Charge: \$300.00

B. Customer Charge: \$1,000.00

C. Distribution Capacity Charge:

\$5.27 per KVA multiplied by the maximum 15-minute KVA demand established at any time during the billing month.

D. Generation and Transmission Capacity Charge:

The Generation and Transmission Capacity Charge shall be \$0.48 per KVA times the sum of the daily maximum 15-minute KVA back-up demands established during the peak period of the billing month multiplied by the appropriate following monthly factor:

<u>Billing Month</u>	<u>Factor</u>
January, July, August, December	2.10
Remaining months	0.45

However, the minimum annual charge for a calendar year period for Generation and Transmission Capacity shall not be less than \$12.54 multiplied by the maximum Back-Up Capacity established during such calendar year. The minimum annual charge for the initial calendar year period shall be prorated commensurate with the actual months for which service was provided.

E. Energy Charges:

Energy charges for Back-Up Service shall be billed based on the primary voltage level energy prices per KWH from the Commonwealth's Power Purchase Rate less the Fuel Charge rate, each as applicable during the billing month.

F. Other Charges:

Back-Up Service is subject to the Commonwealth's Fuel Charge (FC) and Energy Conservation Service Charge (ECS) as in effect from time to time.

G. Charges in Paragraphs C. and D. above are subject to change from time to time in accordance with DPU approval of the Commonwealth's Marginal Cost Study.

5.3 Maintenance Service charges per month shall be in accordance with the following:

Maintenance Service shall be the sum of the charges described in items (C), (E), and (F) of Section 5.2 and shall exclude charges set forth in the Generation and Transmission Capacity Charge of Section 5.2(D). For billing purposes, Maintenance Service shall be included with Back-Up Service, if any, when determining charges under Section 5.2 (C) Distribution Capacity Charge, (E) Energy Charges, and (F) Other Charges as listed above excluding ECS charges.

ARTICLE VI
BILLING AND PAYMENTS

- 6.1 For purposes of determining appropriate billing quantities and computing billings to Dartmouth hereunder, meter readings reflecting service to the Unit via the 115 Kv Circuit shall be reduced by a factor of 2.9 %, and shall then be combined with meter readings reflecting service to the Unit via the 13.2 Kv Circuit if any, such that the result of the combination is equivalent to measuring service at a single delivery point.
- 6.2 All bills rendered hereunder are net and payable upon presentation. Any bill not paid within 25 days from the date issued shall be subject to a late payment charge at the rate of one and one-half percent (1 1/2%) per month on the unpaid balance from the date issued until the date of payment. Such late payment charge and terms of payment shall be modified as necessary to comport with Commonwealth's Terms and Conditions as in effect from time to time.

ARTICLE VII
METERS AND METERING

- 7.1 Commonwealth shall supply, own and maintain the meters and related equipment it deems necessary to measure electricity supplied to the Site. Dartmouth agrees to supply one or more locations at the Site suitable to Commonwealth for the installation of Commonwealth's metering equipment, at no cost to Commonwealth.
- 7.2 In the event that a meter should fail to register the full amount of energy supplied or the maximum demand, Commonwealth may bill Dartmouth on the basis of its most accurate estimates. Such estimates shall be binding upon both Commonwealth and Dartmouth.

ARTICLE VII
MISCELLANEOUS PROVISIONS

- 8.1 This Agreement constitutes the entire agreement between the parties hereto relating to the subject matter hereof, and all previous agreements, discussions, communications and correspondence with respect to the subject matter hereof are superseded by the execution of this Agreement.
- 8.2 This Agreement is not intended to modify or affect any rights or responsibilities of the parties pursuant to agreements between Commonwealth and Dartmouth for purchase of capacity and energy from the Unit, and is intended solely for the purpose stated above in Section 1 to provide the Unit with Back-Up and Maintenance service.
- 8.3 This Agreement may not be modified or amended except in writing signed by or on behalf of both parties by their duly authorized officers.
- 8.4 All notices required or permitted under this Agreement shall be in writing, unless otherwise specifically set forth herein, and shall be deemed to have been properly given when delivered personally or deposited in the U. S. mail, first class postage prepaid, addressed as follows, or to such other person or address as may be designated by a party at any time and from time to time, in accordance herewith:

If to Commonwealth:

Manager Power Supply Administration
Commonwealth Electric Company
2421 Cranberry Highway
Wareham, MA 02571

If to Dartmouth:

Dartmouth Power Associates Limited Partnership
One Energy Road
North Dartmouth, MA 02747
Attention: James C. Gordon

- 8.5 The interpretation and performance of this Agreement shall be in accordance with and controlled by the laws of the Commonwealth of Massachusetts.
- 8.6 The price to be paid for electricity hereunder and all other terms hereof shall be subject to review and determination by the MDPU under applicable statutes of the Commonwealth of Massachusetts or regulations of the MDPU.
- 8.7 Except as otherwise provided in this Agreement, Commonwealth's Terms and Conditions as in effect from time to time shall apply to the terms of this Agreement.
- 8.8 This Agreement shall inure to the benefit of and bind the respective successors and permitted assigns of the parties hereto, provided, however, that no assignment by Dartmouth or any successor or assignee of Dartmouth of its rights and obligations hereunder shall be made or become effective without the prior written consent of Commonwealth in each case obtained.

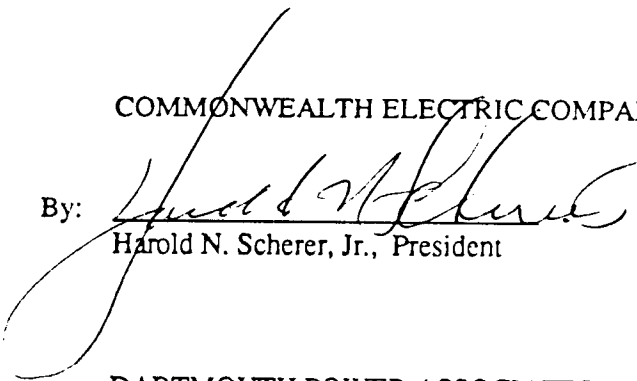
- 8.9 This Agreement and all rights and obligations of the parties hereto are subject to all applicable state and federal laws and all duly promulgated orders and duly authorized actions of governmental authorities effectively exerting jurisdiction in the premises.
- 8.10 Commonwealth hereby reserves the right to terminate or interrupt or reduce the electric service and/or the voltage thereof supplied to Dartmouth hereunder, in the event of the breach of a material obligation of Dartmouth hereunder without recourse to Dartmouth, or if it determines, in its sole discretion, that continuing such service may adversely affect the quality of service to other customers of Commonwealth, or may adversely affect the public safety or the safety or Commonwealth's personnel or the condition of Commonwealth's property.
- 8.11 Commonwealth shall not be responsible for performance hereunder or incur any liability, cost or expense of any kind, including that for personal injury (including death) or property damage, in the event that such performance is prevented, in whole or in part, by any of the following: the statute or regulation or order of any court or public authority having or purporting to have authority over such performance; the loss, diminution or impairment of electric supply from Commonwealth's generating plants or generation suppliers, or the systems of others with which it is interconnected; a break or fault in Commonwealth's transmission or distribution system; by the failure or improper operation of Commonwealth's transformers, switches or other equipment necessary for electric transmission and distribution; or by reason of a storm, flood, fire earthquake, explosion, civil disturbance, labor dispute or strike, an Act of God or public enemy, or any other cause beyond the reasonable control of Commonwealth. In the event of the occurrence of any of the foregoing, Commonwealth shall use reasonable efforts to overcome such cause, to resume full performance.
- 8.12 The parties hereto acknowledge and agree that Commonwealth shall not, in any event except that of its own negligent or intentional acts or omissions, be liable to any party for any direct damages, whether arising in tort, contract or otherwise, associated with the performance of its obligations under this Agreement, or with the exercise of any of its rights as set forth herein. In no event whatsoever will Commonwealth be liable to any party for consequential, indirect, or special damages.
- 8.13 Dartmouth assumes full responsibility for the use of electricity furnished by Commonwealth hereby, and for the condition, suitability, and safety of any and all wires, cables, devices and appurtenances energized or related equipment on Dartmouth premises, or owned or controlled by Dartmouth. Dartmouth shall indemnify and hold harmless Commonwealth from and against any and all claims or actions of any nature, including such claims or actions for personal injury (including death) or property damage arising directly or indirectly from the operation or presence of the aforementioned wires, cables, devices, appurtenances and related equipment (which are not the property of Commonwealth); or arising directly or indirectly from the failure of Dartmouth to perform its duties and obligations as set forth in this Agreement; or arising directly or indirectly from the improper use of the electricity or the aforementioned wires, cables, devices and appurtenances or equipment.

- 8.14 Any and all equipment or facilities furnished by Commonwealth hereunder, unless specified otherwise, shall be and remain the property of Commonwealth, and, if placed on the property of Dartmouth, Dartmouth shall be responsible for the safekeeping of the same, and further Dartmouth shall make reasonable efforts to protect the same from damage or interference.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective representatives thereunto duly authorized as of the day and year first above-written.

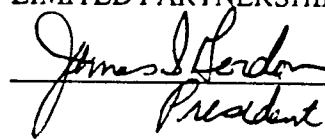
COMMONWEALTH ELECTRIC COMPANY

By:


Harold N. Scherer, Jr., President

DARTMOUTH POWER ASSOCIATES
LIMITED PARTNERSHIP

By:


President

*EM2/Dartmouth, Inc. its
General Partner*